



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 2
290 BROADWAY
NEW YORK, NY 10007-1866

August 17, 2012

VIA EMAIL

Agreement No. BF97228010
Amendment No. 2

Richard Pucci
Executive Director
Middlesex County Improvement Authority
101 Interchange Plaza
Cranbury, NJ 08512

Subject: Brownfields Assessment Coalition Agreement No Cost Time Extension

Dear Mr. Pucci:

I am pleased to attach Amendment No. 2 to the above-referenced agreement. This amendment extends the budget and project period expiration dates to September 30, 2015. This additional time is needed for the reasons described in your letter dated June 6, 2012. There is no change to the amount of funds awarded or the scope of work under this agreement. Please note that Administrative Condition Nos. 3, 5, 9, 12, 14 and 15 have been revised. Administrative Condition No. 16 and Programmatic Condition No. VII have been added to the agreement. All other Administrative and Programmatic Conditions remain in effect. Finally, please note that this amendment reflects our recent reorganization: the Grants and Audit Management Branch now manages assistance agreements.

Because inclusion of Condition No. 16, Limitation on Charging Costs – Overdue Federal Financial Reports, constitutes an enforcement action; you are entitled to appeal rights. To satisfy the condition, you must submit the overdue FFR for Federal Fiscal Years 2010 and 2011. The updated FFR form can be found at <http://www.epa.gov/ogd/forms/adobe/SF425.pdf>. Should you choose to appeal the inclusion of this condition, you must submit within 30 calendar days, in writing, the basis for your appeal to:

Donna Vizian
Grants Disputes Decision Official
290 Broadway, 26th Floor
NY, NY 10007-1866

Please print two copies of the attached agreement in its entirety, sign and date them, retain one for your files and return one to this office. Completed documents must be returned within three calendar weeks of receipt, or within any extension of time as may be granted by the U.S. Environmental Protection Agency.

You have the option of either emailing your signed agreement to Region2_GrantApplicationBox@epa.gov or mailing it to:

Roch Baamonde, Chief
Grants and Contracts Management Branch
U.S. EPA Region 2
290 Broadway, 27th Floor
New York, NY 10007

All email attachments must be sent in pdf format. Documents emailed to us in any other format cannot be accepted. Also, be advised that any electronic submissions exceeding 15 Megabytes must be mailed.

Sincerely,

A handwritten signature in dark ink, appearing to read "Rudnell O'Neal". The signature is fluid and cursive, with the first name "Rudnell" and last name "O'Neal" clearly distinguishable.

Rudnell O'Neal
Lead Grants Management Specialist
Grants and Contracts Management Branch

Attachment

	U.S. ENVIRONMENTAL PROTECTION AGENCY Assistance Amendment		GRANT NUMBER (FAIN): 97228010		DATE OF AWARD 08/17/2012		
			MODIFICATION NUMBER: 2				
			PROGRAM CODE: BF		TYPE OF ACTION No Cost Amendment		MAILING DATE 08/17/2012
			PAYMENT METHOD: Advance		ACH# 20180		
RECIPIENT TYPE: Other			Send Payment Request to: Las Vegas Finance Office				
RECIPIENT:			PAYEE:				
Middlesex County Improvement Authority 101 Interchange Plaza, Suite 202 Cranbury, NJ 08512 EIN: 22-3111054			Middlesex County Improvement Authority 101 Interchange Plaza, Suite 202 Cranbury, NJ 08512				
PROJECT MANAGER		EPA PROJECT OFFICER		EPA GRANT SPECIALIST			
Denise Nickel 101 Interchange Plaza, Suite 202 Cranbury, NJ 08512 E-Mail: dn@mciath.com Phone: 609-409-5002		Benny Hom 290 Broadway, ERRD/PSB New York, NY 10007-1866 E-Mail: Hom.Benny@epamail.epa.gov Phone: 212-637-3964		Gina Nappi Grants and Audit Management Branch, OPM/GAMB E-Mail: nappi.gina@epa.gov Phone: 212-637-3422			
PROJECT TITLE AND EXPLANATION OF CHANGES MCIA Brownfields Assessment Coalition Agreement The project and budget period expiration dates are hereby extended through September 30, 2015. This action is taken in accordance with the recipient's written request dated June 6, 2012. Please note, Administrative Condition Nos. 3, 5, 9, 12, 14 and 15 have been revised. Administrative Condition No. 16 and Programmatic Condition No. VII have been added to the agreement. All other Terms and Conditions to the previous award remain the same. There is no change to the scope of work or amount of federal funding.							
BUDGET PERIOD 10/01/2009 - 09/30/2015		PROJECT PERIOD 10/01/2009 - 09/30/2015		TOTAL BUDGET PERIOD COST \$1,000,000.00			
				TOTAL PROJECT PERIOD COST \$1,000,000.00			
NOTICE OF AWARD Based on your application dated 06/06/2012, including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA), hereby awards \$0. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$1,000,000. Such award may be terminated by EPA without further cause if the recipient fails to provide timely affirmation of the award by signing under the Affirmation of Award section and returning all pages of this agreement to the Grants Management Office listed below within 21 days after receipt, or any extension of time, as may be granted by EPA. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.							
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)			AWARD APPROVAL OFFICE				
ORGANIZATION / ADDRESS			ORGANIZATION / ADDRESS				
Grants and Audit Management Branch 290 Broadway, 27th Floor New York, NY 10007-1866			U.S. EPA, Region 2 Emergency and Remedial Response Division 290 Broadway New York, NY 10007-1866				
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY							
Digital signature applied by EPA Award Official Rudnell O'Neal - Associate Grants Management Officer					DATE 08/17/2012		
AFFIRMATION OF AWARD							
BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION							
SIGNATURE		TYPED NAME AND TITLE			DATE		
		Richard Pucci, Executive Director					

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FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 1,000,000	\$ 0	\$ 1,000,000
EPA In-Kind Amount	\$ 0	\$	\$ 0
Unexpended Prior Year Balance	\$ 0	\$	\$ 0
Other Federal Funds	\$ 0	\$	\$ 0
Recipient Contribution	\$ 0	\$	\$ 0
State Contribution	\$ 0	\$	\$ 0
Local Contribution	\$ 0	\$	\$ 0
Other Contribution	\$ 0	\$	\$ 0
Allowable Project Cost	\$ 1,000,000	\$ 0	\$ 1,000,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.818 - Brownfields Assessment and Cleanup Cooperative Agreements	CERCLA: Sec. 104(k)(2)	40 CFR PART 31

[illegible]

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$93,760
2. Fringe Benefits	\$0
3. Travel	\$8,680
4. Equipment	\$0
5. Supplies	\$2,310
6. Contractual	\$893,250
7. Construction	\$0
8. Other	\$2,000
9. Total Direct Charges	\$1,000,000
10. Indirect Costs: % Base	\$0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %.)	\$1,000,000
12. Total Approved Assistance Amount	\$1,000,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$0
15. Total EPA Amount Awarded To Date	\$1,000,000

Administrative Conditions

The following Administrative Conditions have been revised:

3. DRUG-FREE WORKPLACE CERTIFICATION FOR ALL EPA RECIPIENTS

The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 2 CFR Part 1536 Subpart C.

The consequences for violating this condition are detailed under Title 2 CFR Part 1536 Subpart E. Recipients can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at <http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=701081165f70316effa8ebf67df73de0&rqn=div5&view=text&node=2:1.2.11.11.2&idno=2>.

5. FEDERAL FINANCIAL REPORTS/GRANT CLOSEOUT

A) Interim Federal Financial Reports (FFRs)

Pursuant to 40 CFR 31.41(b) and 31.50(b), EPA recipients shall submit an interim annual Federal Financial Report (SF-425) to EPA no later than 90 calendar days following the anniversary of the start date of the agreement. The FFR must be faxed to the Las Vegas Finance Office at 702-798-2423 or sent to the address below. A courtesy copy of the interim FFR can be submitted to the Grants and Audit Management Branch using one of the following options: email to Region2_GrantApplicationBox@epa.gov, fax to 212-637-3518 or sent to us in the mail at U.S. EPA - Region 2, 290 Broadway, 27th Floor, New York, NY 10007. All email attachments must be sent in pdf format. Documents emailed to us in any other format cannot and will not be accepted.

B) Final Federal Financial Report

At the end of the project, the recipient must submit a final Federal Financial Report to EPA no later than 90 calendar days after the end of the project period. The form is available on the internet at <http://www.epa.gov/ocfo/finservices/forms.htm>. All FFRs must be submitted to the Las Vegas Finance Center:

US EPA, Las Vegas Finance Center
4220 S. Maryland Pkwy, Bld C, Rm 503
Las Vegas, NV 89119

or by Fax to: 702-798-2423.

The LVFC will make adjustments, as necessary, to obligated funds after reviewing

and accepting a final Federal Financial Report. Recipients will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement.

EPA may take enforcement actions in accordance with 40 CFR 31.43 if the recipient does not comply with this term and condition.

C) Closeout

The Administrative Closeout Phase for this grant will be initiated with the submission of a "final" FFR. At that time, the recipient must submit the following forms/reports to the EPA Region 2 Grants and Audit Management Branch, if applicable:

- Federally Owned Property Report
- An Inventory of all Property Acquired with federal funds
- Contractor's or Grantee's Invention Disclosure Report (EPA Form 3340-3)

Additionally, the recipient's Final Request for Payment should be submitted to the LVFC.

9. EXTENSION OF PROJECT/BUDGET PERIOD EXPIRATION DATE (PART 31)

If a no cost time extension is necessary to extend the period of availability of funds (budget period), the recipient must submit a written request, including a justification as to why additional time is needed and an estimated date of completion to the EPA prior to the budget/project period expiration dates. The extension request should be submitted to the EPA, Grants and Audit Management Branch using one of the following options: email to Region2_GrantApplicationBox@epa.gov, fax to 212-637-3518 or sent to us in the mail at U.S. EPA - Region 2, 290 Broadway, 27th Floor, New York, NY 10007. An interim FFR (SF-425) covering all expenditures and obligations to date, must also be faxed to the Las Vegas Finance Office at 702-798-2423 or sent to the address below. To expedite processing of your request, please submit a courtesy copy of the interim FFR to the Grants and Audit Management Branch along with your extension request. All email attachments must be sent in pdf format. Documents emailed to us in any other format cannot and will not be accepted.

US EPA, Las Vegas Finance Center
4220 S. Maryland Pkwy, Bld C, Rm 503
Las Vegas, NV 89119

or by Fax to: 702-798-2423

12. SINGLE AUDITS

In accordance with OMB Circular A-133, which implements the Single Audit Act, the recipient hereby agrees to obtain a single audit from an independent auditor, if it expends \$500,000 or more in total Federal funds in any fiscal year. Within nine months after the end of a recipient's fiscal year or 30 days after receiving the report from the auditor, the recipient shall submit the SF-SAC and a Single Audit Report Package. **The recipient MUST** submit the SF-SAC and a Single Audit Report Package, using the Federal Audit Clearinghouse's Internet Data Entry System.

Complete information on how to accomplish the single audit submissions, you will need to visit the Federal Audit Clearinghouse Web site:
<http://harvester.census.gov/fac/>

14. SUSPENSION AND DEBARMENT

Recipient shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." Recipient is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipients may access suspension and debarment information at <http://www.sam.gov>. This system allows recipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

15. TRAFFICKING IN PERSONS

a. Provisions applicable to a recipient that is a private entity

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our Agency at 2 CFR 1532.

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of

this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR 1532

c. Provisions applicable to any recipient

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. "Employee" means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

The following Administrative Condition has been added:

16. LIMITATION ON CHARGING COSTS - OVERDUE FEDERAL FINANCIAL

REPORTS

The recipient may incur costs on eligible activities, but is precluded from charging further costs to this Cooperative Agreement for costs incurred after September 30, 2010 until the recipient has submitted to the Las Vegas Finance Center the overdue interim annual Federal Financial Reports (SF-425) showing expenditures through October 1, 2009 through September 30, 2010, and October 1, 2010 through September 30, 2011. In the future, no reimbursements will be made for costs incurred during periods for which Federal Financial Reports are overdue until the overdue Federal Financial Reports have been submitted to the Las Vegas Finance Center.

All other Administrative Conditions remain the same.

Programmatic Conditions

The following Programmatic Condition has been added:

VII. FOOD AND REFRESHMENTS

Unless the event(s) and all of its components (i.e., receptions, banquets and other activities that take place after normal business hours) are described in the approved workplan, the recipient agrees to obtain prior approval from EPA for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops, and outreach activities (events). The recipient must send requests for approval to the EPA Project Officer and include:

- (1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);
- (2) A description of the purpose, agenda, location, length and timing for the event.
- (3) An estimated number of participants in the event and a description of their roles.

Recipients may address questions about whether costs for light refreshments, and meals for events are allowable to the recipient's EPA Project Officer. However, the Agency Award Official or Grant Management Officer will make final determinations on allowability. Agency policy prohibits the use of EPA funds for receptions, banquets and similar activities that take place after normal business hours unless the recipient has provided a justification that has been expressly approved by EPA's Award Official or Grants Management Officer.

Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301-74.11)

All Programmatic Conditions remain the same.